

Exhibit A

Joseph C. Barsalona II

Partner

jbarsalona@pashmanstein.com

Direct: 302.592.6497



February 6, 2024

Via Electronic Mail [REDACTED]

Kris Roglieri
40 North Road
Queensbury, NY 12804

Re: Engagement Letter with Pashman Stein

Dear Kris,

We are delighted that you have asked Pashman Stein Walder Hayden, P.C. ("PashmanStein" or the "firm") to represent you in connection with planning for and prosecuting an individual chapter 11 bankruptcy case (the "Engagement").

This agreement shall provide the terms of our engagement and our billing arrangements for our work on this matter. PashmanStein's engagement in this matter shall be effective as of the date hereof.

1. Scope of Engagement

You have engaged PashmanStein to represent you in connection with the above referenced Engagement, and such other matters as may be agreed to in writing in the future between you and PashmanStein.

2. Staffing

We staff matters with the goal of providing legal services of the highest quality on the most cost-effective basis possible. In the interest of efficiency, we may draw upon the talents and experience of lawyers throughout our firm.

Our firm's work on this matter will be led by me. As this matter proceeds, I may need to add additional attorneys to my team as necessary both to meet time demands and to draw upon relevant expertise and skillsets in our firm.

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Fourth Floor #183
Wilmington, DE 19801

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3. Billing Policies and Procedures

We will bill for services rendered based on a number of factors, including the time spent on the matter and our normal hourly rates in effect at the time the bill is rendered. The hourly rates for people working on matters vary in accordance with their experience and expertise. My time will be billed at \$630.00 per hour, associate rates will be billed at \$420.00 to \$500.00 per hour, and our paralegal will be billed at \$400. per hour. Our hourly rates are subject to adjustment by the firm from time to time, and it is not our practice to notify clients of such changes.

The overall cost of an assignment reflects staffing, experience and efficiency. We seek to manage projects so that lawyers with experience relating to a particular project can bring that experience to bear, and so that each task is performed as cost-effectively as possible by a lawyer who is appropriate for the task. I will be happy to discuss project management and staffing matters with you at any time.

We also bill for out-of-pocket disbursements and certain other expenses and service charges, including photocopying, word processing, telecopying, filing fees, required secretarial overtime, and amounts paid to outside vendors (e.g., messenger services). We usually require our clients to pay substantial disbursements in advance, or to pay them directly to outside vendors.

In accordance with our standard billing practice, we expect to bill on a monthly basis. All bills are payable upon receipt and payment is not contingent upon the outcome of a matter. In our experience, clients find monthly billing to be helpful in monitoring the nature and amount of services.

In addition to keeping you informed currently through monthly billing, we would seek to consult you in advance before undertaking any major new task in our representation, and to keep you informed where our fees, disbursements and other charges stand on an ongoing basis, if you so request.

If a dispute arises as to the amount of the fee being charged, you may have the right to seek arbitration of the fee dispute. We will provide you with the necessary information regarding such processes in the event of a dispute, or at any time upon your request.

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4. Retainer

Our representation of you will commence once PashmanStein receives an initial retainer of \$100,000. as an advance fee for services to be rendered and expenses to be incurred in connection with the firm's representation of you. Concurrently with the mailing of our monthly statements, we will apply your retainer to the payment of our fees by withdrawing funds from your retainer account in the amount we are owed, and depositing them in our general account. Your monthly statement will reflect those payments from its retainer account. You are required to remit to us monthly an amount equal to the portion of the retainer applied to the payment of our fees, so that your retainer is replenished monthly, plus any balance that may be owing in excess of the retainer. PashmanStein may, in consideration of anticipated services, require further advance payments weekly or at such other intervals as requested in amounts necessary to maintain a positive retainer balance. Additional advanced amounts will be determined based on the circumstances at the time an expectations of what work will be required of you. If you fail to honor promptly any such advance request, PashmanStein reserves the right to demand payment in full, cease performing further work and withdraw from the representation. We will return to you any portion of our retainer that is not earned upon the conclusion of the Engagement. Wiring information for the retainer is below:

Peapack-Gladstone Bank
500 Hills Drive, Suite 300
P.O. Box 700

Bedminster, NJ 07921

Routing #: 021205237

Our Acct. #: 400138631

Account Name: NY Attorney Trust Account

Remarks/Memo/Subject: Kris Roglieri; Attn: Joe Barsalona

5. Fee Disputes

If a dispute arises as to the amount of the fee being charged, you may have the right to seek arbitration of the fee dispute. We will provide you with the necessary information regarding such processes in the event of a dispute, or at any time upon your request.

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6. Statement of Client's Rights

Above all, our relationship with you must be based on trust, confidence and clear understanding. We enclose for your reference a Statement of Client's Rights (promulgated by the Joint Rules of the Appellate Division (22 N.Y.C.R.R. Part 1210)) and a Statement of Client's Responsibilities, which you may find informative. If you have any questions about this letter or about any aspect of the work that the firm, or any of the firm's lawyers are performing on your behalf, please call me directly to discuss the matter. We encourage you to inquire about any matter concerning the attorney-client relationship that is in any way unclear or unsatisfactory.

7. Conflict Waiver

The Client acknowledges that from time to time the firm, which regularly represents clients in distressed, bankruptcy and restructuring matters, may be engaged and/or has already been engaged and will be, or has been, acting on behalf of entities taking positions that are actually or potentially adverse to the Client's interests in past, present and future bankruptcy and restructuring matters unrelated to the subject matter of Engagement where the Client may be involved ("Unrelated Matters"). The Client, on behalf of itself and each of its affiliates and representatives, hereby waives, to the fullest extent permitted by law, any claim that the firm's representation of the Client pursuant to the Engagement has or will have given rise to any actual or potential conflict-of-interest in connection with the firm's involvement in any Unrelated Matters on behalf of clients that are not the Client, even if the interests of such clients in such Unrelated Matters are directly adverse to the Client.

8. Termination of Representation

Above all, our relationship with you must be based on trust, confidence and clear understanding. If you have any questions about this agreement or about any aspect of the work that the firm, or any of the firm's lawyers is performing on your behalf, please call me directly to discuss the matter. We encourage you to inquire about any matter concerning the attorney-client relationship that is in any way unclear or unsatisfactory. You may, of course, terminate our representation at any time for any reason. Subject to ethical obligations, we reserve the right to withdraw from an engagement if our statements are not being paid in a timely manner or if for any other reason the lawyer-client relationship is not proceeding in a satisfactory manner.

If the foregoing correctly sets forth our agreement, please so indicate by signing in the space provided below and return an executed copy of this letter to me. I have enclosed for your convenience a copy of this letter, which you also should sign and maintain in your files.



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We invite you to consult with us at any time and on any topic. We look forward to working with you on this important matter.

Very truly yours,
/s/ Joseph C. Barsalona II
JOSEPH C. BARSALONA II

Agreed to and accepted on this

Feb 6, 2024


Kris Roglieri (Feb 6, 2024 14:09 EST)

Name: Kris Roglieri

Ceo